



## MUSIC PUBLISHING CATALOG LICENSE

This agreement ("**Agreement**") is entered into as of the date first written above (the "**Effective Date**") by and between Singa Oy, (collectively along with its affiliates, parents and subsidiaries, "**Licensee**"), and the music publisher named above (collectively along with its affiliates and subsidiaries, "**Licensor**") (each a "**Party**" and collectively the "**Parties**").

WHEREAS Licensee operates a digital platform and online karaoke service to store and process backing arrangement tracks, lyric synchronization files and metadata for musical works, and to provide (i) corporate and non-profit users and (ii) consumer users, with controlled access to these files via the internet by means of websites, mobile and desktop applications, and other software solutions (the "**Service(s)**"). The version of the Service as solely provided to consumer users for personal use shall be referred to herein as: (i) the "**Access Tier**" when free for the user and where users may access no more than three (3) tracks per day; (ii) the "**Pass Tier**" when made available to the user for a for an up to seven (7) day period for a flat fee during which users are able to stream an unlimited number of tracks; and (iii) the "**Subscription Tier**" when paid for by the user as a monthly, biannual or annual subscription which provides access to an unlimited number of tracks during the subscription period (together, the "**B2C Offering**"). The version of the Service as solely provided to corporate and non-profit users (e.g. karaoke bars, cruises and other similar businesses) shall be referenced herein as the "**B2B Offering**", and which permits business customers to stream an unlimited number of songs for a monthly or annual subscription fee; and

WHEREAS Licensor owns or controls in whole or in part a catalog of musical compositions and wishes to license the rights in the compositions described in Section 1 of this Agreement to Licensee;

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement and for other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

### **1. Grant of Rights:**

(a) Licensed repertoire: Licensor will grant the rights set forth below in respect of: (i)

all musical works and compositions and associated metadata and artist/composer name, likeness and biographical information (“**Publishing Rights**”); and (ii) all lyrics and associated metadata and artist/lyricist name, likeness and biographical information (“**Lyrics**”), in each case that Licensor owns or controls, in whole or in part, and for which the Licensor has or during the Term obtains the ability to grant such rights for use of the same in connection with the Service. Publishing Rights and Lyrics shall collectively be referred to as “**Compositions**”. Licensor will provide at least the same catalogue of Compositions to Licensee as Licensor provides to any other digital karaoke service.

(b) Change in repertoire: Licensor must notify Licensee in writing immediately once Licensor is notified or becomes aware of: (i) any material change in rights controlled by Licensor; (ii) any pending, potential or threatened change in rights controlled by Licensor; or (iii) Licensor's ability to grant the rights below for use in connection with the Service.

(c) Grant of rights: Licensor shall grant Licensee all applicable communication to the public, public performance, reproduction, distribution, synchronization, lyric, derivative work, display, making available and all other rights necessary, on a non-exclusive basis, to do the following via and in connection with the Service: (i) reproduce, record, edit, synchronize, encode and otherwise use the Compositions, or any portion(s) thereof, multiple times, for up to their entire lengths each time, in connection with, and for incorporation into, the singing, viewing and listening functionality of the Service (including, without limitation, in levels, menus and demos, as applicable), in each case together with visual images, audio, animation, software, sound effects and other content, and to otherwise facilitate the exercise of the rights granted herein; (ii) keep secured server and device copies of the Compositions as embodied in the sound recordings on servers and B2B Offering hardware controlled or supplied by Licensee; (iii) transmit, communicate, perform and make available Compositions to users of the Service as part of the singing, viewing and listening functionality of the Service; (iv) reproduce and display the Lyrics and title of Compositions and the applicable writer(s)' name(s) on screen (including in timed relation to the performance of music) as part of Service functionality (including, without limitation, for identification purposes and to permit users to view the lyrics and visual representations of the applicable Compositions) and on websites, instruction manuals, marketing assets and other materials related to the Service; and (v) transmit and otherwise make available and use the Compositions (solely on an “in context” basis) for the purpose of advertising, marketing and promoting the Service, including, but not limited to, in, through and in connection with websites, trailers, demonstrations, mobile applications, integrations, press kits, industrial and/or promotional venues and events (e.g., trade shows, award shows, conventions, sales and/or marketing meetings, retail stores, kiosks, point-of-sale displays, etc.), media outlets and print publications, provided that any such activity shall be undertaken in a manner that cannot reasonably be

construed as an endorsement of the Service by Licensor or any writer or composer whose compositions are licensed hereunder.

(d) Third party rights and no double payment: As between the parties, Licensor shall be responsible for obtaining all rights and applicable approvals and consents from, and paying any and all royalties and fees to rights holders required to be compensated for the use of the Compositions (including any royalty obligations due because of Licensor's use of a third party composition) and any other materials authorized for use by Licensee under the Agreement, except as expressly provided elsewhere by the Agreement. To the extent that the public performance, communication to the public and/or reproduction rights in the Compositions are not controlled by the Publisher and additional licences from third parties have been or must be obtained by Singa for the use of such rights in any country in the Territory (each an "**Additional Licence**"), any licence fees payable to such third parties pursuant to any Additional Licences shall be deducted from the Licence Fees.

## **2. Royalties:**

(a) In consideration for a grant and licence of the rights set out above with respect to the Compositions, Licensee shall pay to Licensor the following royalties (together, "**Licence Fees**"):

- i. **B2B Offering:** the greater of: (1) Licensor's Pro Rata Share of 20% B2B Net Revenue; and (2) Licensor's Pro Rata Share of the B2B Offering Minimum multiplied by the number of B2B Offering Subscriber Months (each as calculated on a country-by-country basis within the Territory).

"**B2B Net Revenue**" means all revenue actually received by Licensee from users of the B2B Offering of the Service during the applicable quarter in the Territory, less: (i) any and all taxes; (ii) actual billing platform costs (including, but not limited to, carrier billing fees); (iii) third party platform fees (including, but not limited to, actual app store commissions and fees); (iv) bona fide refunds and chargebacks to users; (v) customer service revenue; (vi) sales revenue from bundled hardware and software components; and (vii) all agreed deductions.

"**B2B Offering Minimum**" means \$9.00.

"**B2B Offering Subscriber Months**" means each month (or the pro-rata portion thereof) during which a B2B Offering subscriber is entitled to access the B2B Offering.

- ii. **Pass Tier:** the greater of: (i) Licensor's Pro Rata Share of 20% Pass Tier Net Revenue; and (ii) Licensor's Pro Rata Share of the Pass Tier Minimum multiplied by the number of Pass Tier Periods (each as calculated on a

country-by-country basis within the Territory).

**"Pass Tier Net Revenue"** means all revenue actually received by Licensee from users of the Pass Tier of the Service during the applicable quarter in the Territory, less: (i) any and all taxes; (ii) actual billing platform costs (including, but not limited to, carrier billing fees); (iii) third party platform fees (including, but not limited to, actual app store commissions and fees); (iv) bona fide refunds and chargebacks to users; and (v) all agreed deductions.

**"Pass Tier Minimum"** means \$0.30.

**"Pass Tier Periods"** means each period up to a maximum of seven (7) days (or the pro-rata portion thereof) during which each Pass Tier subscriber is entitled to access the Pass Tier.

- iii. **Subscription Tier:** the greater of: (i) Licensor's Pro Rata Share of 20% B2C Subscription Net Revenue; and (ii) Licensor's Pro Rata Share of the Subscription Tier Minimum multiplied by the number of Subscription Tier Subscriber Months (each as calculated on a country-by-country basis within the Territory).

**"B2C Subscription Net Revenue"** means all revenue actually received by Licensee from users of the Subscription Tier of the Service, less: (i) any and all taxes; (ii) actual billing platform costs (including, but not limited to, carrier billing fees); (iii) third party platform fees (including, but not limited to, actual app store commissions and fees); (iv) bona fide refunds and chargebacks to users; and (v) all agreed deductions.

**"Subscription Tier Minimum"** means \$0.50.

**"Subscription Tier Subscriber Months"** means each month (or the pro-rata portion thereof) during which a Subscription Tier subscriber is entitled to access the Subscription Tier.

where:

**"Licensor's Pro Rata Share"** means a fraction, the numerator of which is the aggregate number of individual plays (of at least thirty (30) seconds) of Compositions in the Territory in the applicable quarter (pro-rated appropriately in the case of Compositions that are only partially owned, partially controlled or partially administered by Licensor), and the denominator of which is the aggregate number of individual plays (of at least thirty (30) seconds) of all musical works in the Territory in the applicable quarter.

(b) No remuneration shall be due, owed or owing to Licensor in connection with the Access Tier or free trials of the Service during the Term, provided that no user can be given more than one free trial during the lifetime of that user account. Singa shall be entitled to provide users with free trials of the B2B Offering and B2C Offering as follows:

- i. **B2C Offering:** Before subscribing, users are offered a limited thirty (30) day free trial that automatically converts to a full paying, recurring monthly subscription.
- ii. **B2B Offering:** New corporate users are entitled to trial the B2B Offering through the web portal. This trial access enables corporate users to stream any songs available in the Service for a duration of up to thirty (30) seconds without registering. Additionally, Licensee may offer a three (3) month free trial to key accounts that automatically converts to a full paying, recurring, monthly subscription.

### 3. **Payment and Accounting:**

(a) **Accountings:** Licensor will provide Licensee with a list of Compositions licensed pursuant to this Agreement. Licensee or its agent will calculate and pay the Licence Fees due hereunder to Licensor quarterly, within sixty (60) days after the end of each calendar quarter of the Term, and will provide accounting statements in connection therewith whenever such Licence Fees have been accrued. Such statements will include the data reasonably necessary to verify the calculations of the Licence Fees paid or payable for the applicable calendar quarter. All Licence Fee payments will be in U.S. Dollars payable to Licensor by check sent to the Licensor's address as set forth in an IRS Form W-9 or W-8BEN delivered by Licensor to Licensee (or Licensee's agent), or sent to Licensor via electronic or other means if both Parties have agreed and are able to process such payments, provided the Licence Fees due to Licensor for the applicable accounting period are equal to or greater than Fifty Dollars (\$50) (the "**Minimum Amount**"). Where the balance due to Licensor falls below the Minimum Amount, such balance will roll over to successive accounting periods until such time as the Minimum Amount is reached, at which time Licensee will make payment to Licensor in accordance with this provision. Licensor acknowledges and agrees that Licensee may designate an agent for the purpose of calculating and providing Licence Fee statements and payments to Licensor pursuant to this Agreement and agrees that Licensee or such agent (as the case may be) may collect and process such personal data of the Licensor as is necessary for such purpose. Royalty statements will be made available to Licensor via Licensor's web account with Music Reports, Inc. for each period in which licensed activity occurs.

(b) **Adjustments:** If the royalties payable to Licensor for a given accounting period are subsequently determined by Licensee or its agent to be less or greater than the amount already accounted or paid to Licensor for that accounting period, then Licensee or its agent will make an accounting adjustment accordingly as

promptly as commercially practicable, and the corresponding debit or credit will be reflected on the next royalty statement prepared after such adjustment is made. Such statement will be accompanied by a “true-up” payment if any credit is due, provided the royalties due to the Licensor have reached the Minimum Amount.

- (c) Audits: During the Term and for two (2) years thereafter, Licensee will maintain books and records concerning the use of Compositions during the Term. Licensor will have the right, upon ninety (90) days notice to Licensee, to designate an independent certified public accountant on Licensor’s behalf, who will not be retained on a contingency basis, to examine such books and records as they relate to the use of the Compositions and fulfillment of Licensee’s obligations under this Agreement, solely for the purpose of verifying the accuracy of accountings hereunder. Such examinations will be conducted at Licensor’s sole cost and expense, no more than once in any twelve-month period and no more than once with respect to any particular quarterly statement. Licensee shall make available to Licensor’s auditor the foregoing books and records in electronic, searchable and analyzable format, and such audit will be completed promptly. Licensor acknowledges that Licensee’s books and records as well as the books and records of Licensee’s agent(s) contain confidential information, and Licensor represents and warrants that neither Licensor nor any person or entity acting under Licensor’s authority will use or divulge confidential information from such books and records except for the specific purpose described in this Section 3(c).
- (d) Audit Restrictions: Each Licence Fee accounting statement hereunder will be binding and not subject to any objection by Licensor unless Licensor sends Licensee written notice specifying such objection within two (2) years after the date the statement is required to be rendered hereunder. Licensor may not commence any legal action against Licensee in respect of any accounting (or alleged failure to account) unless Licensor commences such legal action in a court of competent jurisdiction within two (2) years following the date the accounting is required to be rendered, and the scope of any such legal action will be limited to a determination of the amount of Licence Fees, if any, payable to Licensor for the relevant quarterly accounting period. Licensor’s sole remedy in connection with such legal action will be the recovery of the royalties Licensor is determined to be owed hereunder, if any.

#### **4. Term and Territory:**

- (a) Term: This Agreement will commence as of the Effective Date and will continue for a period of two (2) years (the “**Initial Period**”), after which it will renew automatically for successive periods of one (1) year, each a “**Renewal Period**,” unless terminated by either Party as provided herein. The Initial Period, together with all Renewal Periods, if any, will constitute the “**Term**.”

- (b) Termination: Either Party may terminate this Agreement on a prospective basis, effective as of the end of the Initial Period or any Renewal Period, by written notice to the other not less than ninety (90) days prior to the conclusion of the then-current period of the Agreement. Without limiting any other remedy available at law or in equity, either Party may also terminate the Term in the event of any material breach of this Agreement by the other Party that is not remedied prior to the date that is 30 days after written notice is provided to the breaching Party specifying the breach to be cured. Neither Party will be entitled to terminate the Agreement by reason of any breach by the other Party of its obligations under this Agreement unless the breaching Party fails to cure the breach within 30 days following receipt of notice thereof. Licensee will also have the right to terminate the Agreement upon notice to Licensor in the event that Licensee ceases to operate its Service(s) during the Term.
- (c) Territory: The “**Territory**” of this Agreement will mean the world.

**5. Takedowns**

Licensor will have the right to provide a written takedown request for any specific Composition or Compositions in the event of a bona fide dispute between Licensor and a writer or co-publisher of any such Composition, provided such takedown request is made on a non-discriminatory basis as relates to Licensor’s then-current third party licensees. Upon receipt of such request, Licensee will endeavor to remove said Composition or Compositions from the Service(s) as soon as possible but in no event later than thirty (30) days of receipt of such notice.

**6. Representations and Warranties/Indemnity:**

- (a) Mutual Ability: Each Party represents and warrants to the other that: it has full right, power and authority to enter into this Agreement and to perform its obligations hereunder.
- (b) Non-Infringement: Licensor represents and warrants that Licensee’s use of the Composition(s) as provided herein will not infringe the rights, including but not limited to the copyright and/or other intellectual property rights or contractual rights, of any third party during the Term. Licensor represents and warrants that no consent from any third party is required for the exploitation of the Compositions as agreed in this Agreement and no further payments or royalties shall be due or payable to Licensor or any third party in respect of the Compositions other than as set out in this Agreement or pursuant to an Additional Licence.
- (c) Indemnity: Each Party hereto will indemnify and hold the other Party harmless from any third party claim, judgment, cost, or expense (including, without limitation, reasonable legal costs and attorneys’ fees) arising out of a breach of such Party’s representations or warranties hereunder.

## 7. **Miscellaneous:**

- (a) **Addresses and Notices:** All notices hereunder must be in writing and will be delivered in person or by email and addressed as set forth in this Agreement (such notices and communications to Licensor may be sent to the attention of the person executing this Agreement on Licensor's behalf at the address as set forth in Licensor's online account with Licensee's reporting agent). Notices to Licensee will be addressed to Siltasaarenkatu 16, 00530 Helsinki, Finland and [publishernotices@singa.com](mailto:publishernotices@singa.com). If notice is given in person or by email, it will be effective upon delivery; if notice is given by mail, it will be effective three business days after deposit in the mail.
- (b) **Merger/No Oral Amendments:** This Agreement sets forth the entire understanding between the Parties with respect to the subject matter hereof, and all prior and contemporaneous agreements are merged herein. No modification of this Agreement, or waiver of any right hereunder, will be binding on either Party unless memorialized in a writing signed by the Party to be charged with such amendment or waiver.
- (c) **Force Majeure:** Performance by either Party of its obligations hereunder will be excused in the event of any force majeure event rendering performance impossible or commercially impracticable.
- (d) **Assignment:** This Agreement may not be assigned in whole or in part by either Party without the prior written consent of the other Party except that either Party may freely assign this Agreement (i) to any affiliated company (an affiliated company meaning any entity that directly or indirectly controls or is controlled by, or is under common control with, a Party) and (ii) in the event of a merger, acquisition or sale of all or substantially all of such Party's assets. This Agreement will be binding upon the Parties and their permitted successors and assigns.
- (e) **LIMITATION OF LIABILITY:** EXCEPT FOR ANY CLAIM FOR INDEMNITY PURSUANT TO SECTION 6(c) OF THIS AGREEMENT, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY HEREUNDER FOR ANY AMOUNTS REPRESENTING ITS RESPECTIVE LOSS OF PROFITS, LOSS OF BUSINESS, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, OR PUNITIVE DAMAGES (EVEN IF PREVIOUSLY APPRISED OF THE POSSIBILITY THEREOF) IN CONNECTION WITH OR ARISING FROM THIS AGREEMENT OR RELATED ACTS OR OMISSIONS. NO PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT.



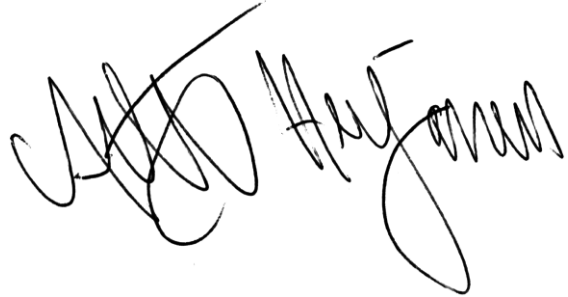
- (f) Counterparts and Signatures: This Agreement may be executed in counterparts, all of which, when taken together, will constitute one and the same document. Facsimile or electronic signatures hereto will be deemed original for all purposes.
- (g) Severability: If any term of this Agreement is found to be legally invalid or unenforceable for any reason, all other terms of this Agreement will nevertheless remain in full force and effect.
- (h) Relationship between the parties: This Agreement does not create any partnership or agency between the Parties.
- (i) Waiver: A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- (j) Confidentiality: Each Party undertakes that it shall not at any time during this Agreement, and for a period of two (2) years after termination of this Agreement, disclose to any person any confidential information concerning the business, affairs, customer, clients or suppliers or the other Party or of any member of the group of companies to which the other Party belongs, except (i) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the Party's rights or carrying out its obligations under or in connection with this Agreement, and each Party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other Party's confidential information comply with this Section 7(j); and (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority. Neither Party shall use any other Party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.
- (k) Third party rights: Unless expressly stated otherwise, this Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.
- (l) Governing law and jurisdiction: This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales. Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

This Agreement is entered into by the Parties on the date at the beginning of this Agreement.

**ACCEPTED AND AGREED:**

LICENSOR

SINGA OY

A handwritten signature in black ink, appearing to read 'Atte Hujanen', is written over a horizontal line.

By: TSUNAMI FLOW

By: \_\_\_\_\_

Name (printed): TSUNAMI FLOW

Name (printed): Atte Hujanen

An Authorized Signatory

Title: CEO